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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
YINGCAI HONG,
*on his own behalf and on behalf of others similarly
situated*

Plaintiff,
v.

LIN'S GARDEN RESTAURANT INC
d/b/a Lin's Asian Cuisine; and
NEW DYNASTY CHINESE RESTAURANT LLC
d/b/a Dynasty;
HUAYONG LIN,
LIANRONG HUANG, and
XIANGHAI LIN
a/k/a Xiang Hai Lin
f/k/a Ru Hai Lin

Defendants.
-----X

Case No: 20-cv-02633

JUDGMENT

The Honorable Vernon S. Broderick, District Judge:

Whereas pursuant to Rule 68(a) of the Federal Rules of Civil Procedure, Defendants LIN'S GARDEN RESTAURANT INC d/b/a Lin's Asian Cuisine; and NEW DYNASTY CHINESE RESTAURANT LLC d/b/a Dynasty; HUAYONG LIN, LIANRONG HUANG, and XIANGHAI LIN a/k/a Xiang Hai Lin f/k/a Ru Hai Lin having offered to allow judgment be taken against them by consent Plaintiff YINGCAI HONG, in this action for a sum of **Ninety Thousand Dollars (\$90,000.00)** including all attorneys' fees and costs now accrued; the offer of judgment is made for purposes specified in Rule 68, and is not to be construed as an admission that the offerors are liable in this action or that consent Plaintiff YINGCAI HONG suffered any damage; Plaintiff YINGCAI HONG, through John Troy, Troy Law PLLC, on having accepted and provided notice that he has accepted Defendants' Offer of Judgment, dated September 12, 2022, and the matter having come before this Court, the Court now render it Order, that the Clerk should enter judgment dismissing the case in accordance with the acceptance of offer of judgment

pursuant to Fed. R. Civ. P. 68 and directing the Clerk to close this case. It is hereby:

ORDERED, ADJUDGED, AND DECREED, that for the reasons stated in the offer and acceptance of judgment pursuant to Rule 6, the Clerk shall enter judgment in the amount of **Ninety Thousand Dollars (\$90,000.00)**, jointly and severally against Defendants LIN'S GARDEN RESTAURANT INC d/b/a Lin's Asian Cuisine; and NEW DYNASTY CHINESE RESTAURANT LLC d/b/a Dynasty; HUAYONG LIN, LIANRONG HUANG, and XIANGHAI LIN a/k/a Xiang Hai Lin f/k/a Ru Hai Lin, including attorney's fees and costs now accrued, and that the payment shall be made as follows:

Installment 1. Fifteen Thousand Dollars (\$15,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before November 1, 2022, with memo noting "Lin's Garden Pay 1 of 26";

Installment 2. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before December 1, 2022, with memo noting "Lin's Garden Pay 2 of 26";

Installment 3. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before January 1, 2023, with memo noting "Lin's Garden Pay 3 of 26";

Installment 4. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before February 1, 2023, with memo noting "Lin's Garden Pay 4 of 26";

Installment 5. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before March 1, 2023, with memo noting "Lin's Garden Pay 5 of 26";

Installment 6. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before April 1, 2023, with memo noting "Lin's Garden Pay 6 of 26";

Installment 7. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before May 1, 2023, with memo noting "Lin's Garden Pay 7 of 26";

Installment 8. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before June 1, 2023, with memo noting "Lin's Garden Pay 8 of 26";

Installment 9. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before July 1, 2023, with memo noting "Lin's Garden Pay 9 of 26";

Installment 10. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before August 1, 2023, with memo noting "Lin's Garden Pay 10 of 26";

Installment 11. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before September 1, 2023, with memo noting "Lin's Garden Pay 11 of 26";

Installment 12. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before October 1, 2023, with memo noting "Lin's Garden Pay 12 of 26";

Installment 13. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before November 1, 2023, with memo noting "Lin's Garden Pay 13 of 26";

Installment 14. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before December 1, 2023, with memo noting "Lin's Garden Pay 14 of 26";

Installment 15. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before January 1, 2024, with memo noting "Lin's Garden Pay 15 of 26";

Installment 16. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before February 1, 2024, with memo noting "Lin's Garden Pay 16 of 26";

Installment 17. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before March 1, 2024, with memo noting "Lin's Garden Pay 17 of 26";

Installment 18. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before April 1, 2024, with memo noting "Lin's Garden Pay 18 of 26";

Installment 19. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before May 1, 2024, with memo noting "Lin's Garden Pay 19 of 26";

Installment 20. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before June 1, 2024, with memo noting "Lin's Garden Pay 20 of 26";

Installment 21. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before July 1, 2024, with memo noting "Lin's Garden Pay 21 of 26";

Installment 22. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before August 1, 2024, with memo noting "Lin's Garden Pay 22 of 26";

Installment 23. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before September 1, 2024, with memo noting "Lin's Garden Pay 23 of 26";

Installment 24. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before October 1, 2024, with memo noting "Lin's Garden Pay 24 of 26"; and


Installment 25. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before November 1, 2024, with memo noting "Lin's Garden Pay 25 of 26".

Installment 26. Three Thousand Dollars (\$3,000.00) by certified check to Troy Law, PLLC as attorneys for deposit into Troy Law, PLLC's escrow account on or before December 1, 2024, with memo noting "Lin's Garden Pay 26 of 26".

WHEREAS if Defendants fail to pay any of the above installments by their due dates, post-judgment interest shall accrue pursuant to 28 U.S.C. § 1961 from the date of entry of judgment.

If Defendants fail to pay any of the above installments by their due dates, Plaintiff shall notify Defendants of their default and Defendants shall have seven (7) days from the date of notice to cure the default. If Defendants fail to cure the default within seven (7) days of notice, two times (2x) the total unpaid Judgment Amount, plus fifteen percent (15%) of two times (2x) the unpaid Judgment Amount pursuant to N.Y. Lab. L. § 198.4, shall immediately come due and Plaintiff shall have the right to seek payment of two times (2x) the total unpaid Judgment Amount, plus fifteen percent (15%) of two times (2x) the unpaid Judgment Amount in any court of competent jurisdiction. Defendants shall be liable for all reasonable attorney fees, costs, or disbursements incurred by Plaintiff in such an enforcement action.

Dated: July 7, 2023
New York, New York


Vernon S. Broderick
United States District Judge